



Request for Proposals (RFP)

City of Torrance | 3031 Torrance Blvd, Torrance CA 90503 | www.TorranceCA.Gov

RFP No. B2016-27

RFP for the Processing and Bank Deposit of Transit System Revenue and the City of Torrance Daily Cash Deposits

RFP Submittal Information

Proposals may be mailed or hand delivered. No faxed proposals will be accepted.

Late proposals will not be accepted. No Exceptions

Location:	Office of the City Clerk 3031 Torrance Blvd. Torrance, CA 90503
Date:	Monday, May 30, 2016
Time Deadline:	3:00 p.m. Local (Pacific) Time

Submittal Requirements

An original plus four (2) printed copies of your RFP submittal must be submitted in a sealed envelope and marked with the RFP number and title by the deadline time deadline listed above. Your submittal must include the following: Proposers that do not provide these items in their proposal will be disqualified and their proposal will not be evaluated.

- Vendor's Response (Section III of this document pages 10 through 19) on the forms provided. If additional space is required, please attach additional sheets/pages.
- Proposer's Affidavit (Attachment 1)

Prior to the award of a Contract

The successful vendor, must submit the following to the City of Torrance

- Proof of insurance and applicable bonds, as indicated in the terms and conditions of this RFP document.
- Proof of a City of Torrance Business License, please contact the City of Torrance Business License Office at (310) 618-5923.

Notice of Mandatory Pre-Proposal Conference

The City will conduct a mandatory briefing session for prospective vendors. The pre-proposal conference will start promptly at the time and location listed below. You must arrive on time and stay for the entire conference.

Location: Torrance Transit System (City Yard)
20500 Madrona Avenue
Torrance, CA 90503
Date: Monday, May 16, 2016
Time: 2:00 PM (Pacific) Local Time

Questions Regarding this RFP Must be Submitted in the Form of an E-Mail

- Your E-mail must include the RFP number and RFP title in the subject heading.
- The deadline to submit questions is 12:00 Noon Pacific Time on Monday, May 23, 2016.
- Your questions should be directed to:

Ifeanyi Ihenacho
Administrative Analyst
E-mail Address: iihenacho@torranceca.gov

SECTION I RFP INSTRUCTIONS AND INFORMATION

Notice is hereby given that sealed proposals will be received in the office of the City Clerk, City Hall, 3031 Torrance Boulevard, Torrance, CA, until 3:00 p.m. on Monday, May 30, 2016. An original and plus four (4) printed copies of each proposal must be submitted in a sealed envelope and clearly marked: **"RFP for the Processing and Bank Deposit of Transit System Revenue and the City of Torrance Daily Cash Deposits, RFP No. B2016-27"**.

The City of Torrance:

The City of Torrance is situated on the western side of Los Angeles County. It is boarded by the Palos Verdes Peninsula on the south, the City of Gardena on the north, the City of Redondo Beach on the north and west boundaries, the City of Lomita on the east and the Pacific Ocean on the west. The City encompasses an area of approximately 21 square miles, 329 miles of Streets, 1870 intersections, 550 miles of sidewalks, 47,000 Street Trees, 6 Public Libraries, a Municipal Airport, Transit System, 46 Parks & Recreation Amenities, 6 Fire Stations, 1 Police Station and 1 Police Community Center, and has an estimated population of approximately 146,115, which makes Torrance one of the top 10 cities in Los Angeles County in regards to population.

Background:

The City Treasurer is responsible for creation/implementation of investment policy, investing of all municipal funds, and daily monitoring of surplus funds. The City Treasurer manages all banking relations and activity including funds held with our Fiscal Agents and the administration of the City's Employees Deferred Compensation Plans. The City Treasurer's Office is responsible for receipting all revenue activity. Responsibilities of the City Treasurer's Office include: Investment Portfolio, Deferred Compensation Plans, Bond Management and Cash Management.

The Transit Department has been in operation since 1940 and provides fixed route bus service to the South Bay region of Los Angeles County. Transit presently operates eight bus routes, and serves nearly four million riders each year.

Definitions:

Word	Definition as applied to this RFP
City	The City of Torrance, California
Vendor, Contractor, Proposer, Firm or Consultant	The person, firm, company or corporation providing services to the City, or submitting a proposal in response to this RFP
Contract, Purchase Order, Agreement, Purchasing Agreement	The agreement between the awarded Vendor and the City as a result of this Request for Proposals

Proposal Submittal Form:

The proposal must be made on the form provided for that purpose, enclosed in a sealed envelope, and marked **"RFP for the Processing and Bank Deposit of Transit System Revenue and the City of Torrance Daily Cash Deposits, RFP No. B2016-27"** and addressed to the City Clerk, City of Torrance, 3031 Torrance Blvd., Torrance, CA 90503. If an individual makes the proposal, it must be signed by that individual, and an address, telephone (and fax number if available) must be given. If made by a business entity, it must be signed by the person(s) authorized to execute agreements and bind the entity to contracts. A full business address,

telephone (and fax number if available) must be given. No telegraphic, fax or telephonic proposal will be considered.

Blank spaces in the proposal form must be filled in; using ink, indelible pencil, or typewriter, and the text of the proposal form must not be changed. No additions to the form may be made. Any unauthorized conditions, limitations, or provisos attached to a proposal will render it informal and may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the proposal form over the signature of the Proposer.

Mandatory Pre-Proposal Conference:

Vendors intending to submit a proposal on this requirement must ensure that a representative from their company is in attendance at the mandatory pre-proposal conference. Vendors submitting proposals without attending this conference will be disqualified and their submittal will not be evaluated. No exceptions will be allowed. The pre-proposal conference will start at the location listed on page 1 of this Request for Proposals. Late arrivals will not be allowed to participate. Please take into account local traffic congestion to leave ample time to arrive on time. No Exceptions. No make-up walk-through will be scheduled and vendors may not contact individual City Departments to request tours. Individuals attending the walkthrough should be prepared to take adequate notes of their observations to assist them in preparation of their proposal submittal. The Mandatory Pre-Proposal Conference will be conducted on Monday, May 16, 2016 at 2p.m. at Torrance Transit, 20500 Madrona Avenue, Torrance, CA 90503.

Lift Gate Demonstration:

Fare Revenue for the Transit Department is delivered in sealed vaults that can weigh up to 300+ lbs. As part of the requirement for this RFP, the proposer's armored vehicle (that will perform the sealed vault pickup) must have a Lift Gate or comparable device in which to safely load and unload the sealed vault. All potential bidders must demonstrate the ability to perform this service. The lift gate demonstration will take place on Wednesday, May 18, 2016 at 10 a.m. – two days after the Mandatory Pre-Proposal Conference. The location will be at Torrance Transit: 20500 Madrona Avenue, Torrance, CA 90503. Vendors submitting proposals without attending this demonstration or satisfactorily performing the demonstration will be disqualified and their submittal will not be evaluated.

Questions:

Questions must be submitted in writing via email to Ifeanyi Ihenacho, Administrative Analyst at iihenacho@torranceca.gov by 12:00 P.M Noon, local Pacific time on Monday, May 23, 2016. No questions will be answered by telephone. Questions submitted after this date will not be answered. Written answers and any other changes to the RFP will be sent (via email or the US Postal Service) to all known perspective proposers as an addendum to the RFP.

To ensure fairness and avoid misunderstandings, all communications must be in written format and submitted via e-mail by the due date to the individual address above and on page 1 of this Request for Proposal. Any verbal communications will not be considered as a submitted question. Any communications whether written or verbal to any person other than the designated individual listed on page 1, prior to award of a contract/purchase order is strictly prohibited. Any proposer making such communications may be disqualified from consideration.

Errors and Omissions:

The proposer will not be allowed to take advantage of any errors and/or omissions in these specifications or in the proposer's specifications submitted with its proposal. Full instruction will always be given when errors or omissions are discovered.

Proposers Examination of Requirements:

The Proposer is required to examine carefully the site, the instructions, information and specifications of this document, investigate the conditions to be encountered, the character, quality and quantities of work to be

performed as required by this document. Submission of a proposal will be considered prima facie evidence that the Proposer has made such examination.

Reservation:

The City reserves the right to revise or amend these specifications prior to the date set for opening proposals. Revisions and amendments, if any, will be announced by an addendum to this RFP. If the revisions require additional time to enable vendors to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new proposal submittal due date.

All addenda must be attached to the proposal. Failure to attach any addendum may render the proposal non-responsive and cause it to be rejected.

The City reserves the right to award a contract to a company solely on the basis of the initial proposal submitted. The City reserves the right to require more information and clarification on information submitted in the proposal to complete the evaluation.

The City Council reserves the right to reject any and all proposals received, to take all proposals under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any proposal, and to be the sole judge of the relative merits of the material and or service mentioned in the respective proposals received. The City reserves the right to reject any proposal not accompanied with all data or information required.

This Request for Proposals does not commit the City to award a contract or to pay any cost incurred in the preparation of a proposal. All responses to this RFP document become the property of the City of Torrance.

The City reserves the right to examine all factors bearing on a Proposer's ability to perform the services under the contract. The City reserves the right to reject any proposal not accompanied with all data or information required. The City reserves the right to cancel this solicitation, without penalty, at its sole discretion.

Affidavit:

An affidavit form is enclosed. It must be completed signifying that the proposal is genuine and not collusive or made in the interest or on behalf of any person not named in the proposal, that the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer. Any proposal submitted without an affidavit or in violation of this requirement will be rejected. (Attachment 1)

Evaluation of Proposals:

The City will be the sole determiner of suitability to the City's needs. Proposals will be rated according to their completeness and understanding of the City's needs, conformance to the requirements of the technical specifications, compatibility with the City's current technology and operations, prior experience with similar scope of work, financial capabilities, delivery, and cost. Cost including any ongoing maintenance and support cost will be reviewed to determining which proposal best meets the needs of the City.

The City will take into consideration a local Torrance vendor sales tax rebate of 1% for proposals submitted by a Torrance vendor that include a material component.

The City's project evaluation team will evaluate proposals based on the evaluation criteria listed below. Points will be assigned to each criterion up to a maximum of 100 points. Proposals will be ranked and that ranking will be made public.

Subsequently, the City may interview a qualified Firm, prior to deciding whether or not to recommend the award of an Agreement.

Description of Evaluation Criteria	Possible Points
Sealed Vault Pickup Demonstration - Ability to perform the sealed vault pickup at the Mandatory Pre-Proposal Meeting.	10
Financial Viability - Financial viability will be evaluated by an analysis of assets and liabilities, plus discussions with listed credit references.	10
Proposed Cost - Comparison of proposed cost with those of other respondents to this bid.	35
Technical Experience - Extent of background and recent experience by the bidding firm in the provisions of cash processing for other agencies.	30
Management Oversight - Demonstrated ability of firm's management to oversee compliance with the terms of this bid and the resulting contract.	15
Maximum Total Points =	100

The Contract:

The vendor to whom the award is made will be required to enter into a written contract with the City of Torrance. Attached is a copy of the City's standardized contract (Attachment A), which will be modified to reflect the awarded RFP. A copy of this RFP and the accepted proposal will be attached to and become a part of the contract.

Contract Term:

The initial contract will be for a period of one (1) year, from July 1, 2016 to June 30, 2017. The City may extend the contract with two (2) additional 1-year extensions.

Fiscal Year Funding:

Each payment obligation of the City is conditioned upon the availability of state or local government funds which are apportioned or allocated for the payment of such an obligation. If the funds are not allocated and available for the continuance of the function performed by the Vendor, the product or service directly or indirectly involved in the performance of that function may be terminated by the City at the end of the period for which funds are available.

Consumer Price Index:

Pricing is fixed for the first year of the contract. If the contract is extended after the first year, commencing in the second year (July 1, 2017), and the subsequent year, the contract may be increased by the Consumer Price Index as published by the Bureau of Labor Statistics for Investigation, Guard and Armored Car Services. The City and vendor must agree in writing to any price adjustment prior to the start of the two (2) additional 1-year extensions.

Independent Contractor:

The successful proposer is, and will at all times remain as to the City, a wholly independent contractor. Neither the City nor any of its agents will have control over the conduct of the Contractor or any of the Contractor's employees, except as otherwise set forth in the awarded Agreement. The Contractor's agents and employees are not and will not be considered employees of the City for any purpose. The Contractor may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City. The City has no duty, obligation, or responsibility to the Contractor's agents or employees under the Affordable Care Act. The Contractor is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities,

claims and obligations regarding compliance with the Affordable Care Act with respect to the Contractor's agents and employees. The City is not responsible and will not be held liable for the Contractor's failure to comply with the Contractor's duties, obligations, and responsibilities under the Affordable Care Act. The Contractor agrees to defend, indemnify and hold the City harmless for any and all taxes and penalties that may be assessed against the City as a result of the Contractor's obligations under the Affordable Care Act relating to the Contractor's agents and employees.

Payments:

Complete payment on the contract price will be made in approximately thirty (30) days from date of delivery, or completion and acceptance, unless otherwise provided for in Proposer's proposal or in these specifications. Payments will be made upon verification and acceptance by the City of contract services performed and upon the City's receipt of a correct invoice.

Suspension of Procurement:

The City may suspend, in writing all or a portion of the procurement of materials or services pursuant to this RFP and subsequent contract agreement, in the event unforeseen circumstances make such procurement impossible or infeasible, or in the event City should determine it to be in the best interest of City to cancel such procurement of services or materials.

In the event of termination, selected Proposer will perform such additional work as is necessary for the orderly filing of documents, and closing of project.

The selected Proposer will be compensated for the terminated procurement on the basis of materials or services actually furnished or performed prior to the effective date of termination, plus the work reasonably required for filing and closing.

Notice:

Whenever it will be necessary for either party to serve notice on the other respecting the Agreement, such notice will be served by personal delivery or by certified mail to the following addresses, unless and until different addresses may be furnished in writing by either party or the other, and such notice will be deemed to have been served within seventy-two (72) hours after the same has been deposited in a United States Post Office by certified mail or has been delivered personally, and will be valid and sufficient service of notice for all purposes:

CITY: City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90503

VENDOR: Will be determined upon award of contract.

Notice of Intent to Award:

Approximately two (2) weeks prior to the anticipated City Council meeting awarding a contract as a result of the RFP, the City will notify all proposer's of its intent to award. Results will be posted on the City of Torrance Web site http://www.torranceca.gov/PDF/Recommendation_to_Award_Notification.pdf

City of Torrance Bid/RFP Protest Procedures:

The City of Torrance Bid/RFP Protest Procedures may be found on the City of Torrance Web site: http://www.torranceca.gov/PDF/Bid-RFP_Protest_Procedures.pdf

Insurance:

Please refer to Paragraph 17. INSURANCE and 18. SUFFICIENCY OF INSURERS of Attachment 2 for specific information about the insurance coverage levels and requirements.

SECTION II TECHNICAL REQUIREMENTS**Overview/Introduction:**

The City of Torrance is requesting proposals from qualified vendors for to provide revenue and cash pickup, processing and deposit service for both the City Treasurer's Office and the Transit Department.

This RFP is intended to be as descriptive as possible. However, Proposers may not take advantage of omissions or oversights in this document. Proposers must supply products and services that meet or exceed the requirements of this RFP. In the event of a dispute over installation or performance, the needs of the City of Torrance will govern.

Scope of Work:**For the City Treasurer's Office:**

- CONTRACTOR will conduct cash pickup at the City Treasurer's Office located at 3031 Torrance Boulevard in the Torrance City Hall complex, between the hours of 11:30 a.m. and 2 p.m., every Tuesday and Thursday, except on Holidays.
- CONTRACTOR will perform a same day deposit of funds at the City of Torrance's Banking Institution of choice.
- CONTRACTOR will be paid for services by the City's Banking Institution. All monthly invoices (for the City Treasurer's Office services only) must be submitted to the City's designated Banking Institution.

For the Transit Department:

- CONTRACTOR will conduct revenue pickups at the Transit Facility - located at 20500 Madrona Avenue, Torrance, CA, 90503 – between the hours of 8 a.m. and 11 a.m., every Monday, Wednesday and Friday, except on Holidays.
- CONTRACTOR will perform a same day deposit of funds at the City of Torrance's Banking Institution of choice.
- CONTRACTOR will count and return both Los Angeles County Metropolitan Transportation Authority (LACMTA) and Torrance Transit System bus ride tokens, to the Torrance Transit Facility, on a weekly basis. LACMTA and Torrance tokens will be bagged separately.
- CONTRACTOR will forward all verification reports on each day's bank deposit to the Torrance Transit Administrative Office the day following the pickup, no later than 12:00 p.m. (noon).
- CONTRACTOR must have an armored vehicle with a lift gate capable of lifting and transporting sealed farebox vaults that may weigh up to 300+ lbs.
- CONTRACTOR will return the empty farebox vaults to the Transit Department during their next scheduled date for revenue pickup (every Monday, Wednesday and Friday, except Holidays).

Compensation Schedule:

Payment(s) will be made upon acceptance of services received and upon receipt of correct monthly invoice.

General Requirements:

Given the nature of the work being performed, an armored car or vehicle, with a lift gate capable of safely loading and unloading a 300+ pound sealed vault is required. Armed guards are required for this contract. The City is also requesting in advance, the photographs and names of all guards who will be conducting the cash pickup and depositing service.

Work Plan:

Prior to the beginning of the work, the successful proposer must provide the City a schedule and work plan for approval.

RFP No. B2016-27

RFP for the Processing and Bank Deposit of Transit System Revenue and the City of Torrance Daily Cash Deposits

SECTION III PROPOSAL SUBMITTAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE PROPOSAL.

In accordance with your "Request for Proposals (RFP)", the following proposal is submitted to the City of Torrance.

RFP Submitted By:

Name of Company

Street Address

City

Zip Code

Telephone Number

Fax Number

Printed Name/Title

E-Mail Address

Signature

Date

Form of Business Organization: Please indicate the following (check one);

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other: _____

Do you have a Parent Company?: ☐ No ☐ Yes, _____
(Name of Parent Company)

Do you have any Subsidiaries?: ☐ No ☐ Yes, _____
(Name of Subsidiary Company)

Business History:

Years in business under your current name and form of business organization? _____ Years

If less than three (3) years and your company was in business under a different name, what was that name?

Contact for Additional Information:

Please provide the name of the individual at your company to contact for any additional information:

Printed Name

Title

Telephone

E-Mail Address

Vendor Name: _____

Addenda Received: Please indicate addenda information you have received regarding this RFP:

Addendum No.	Date Received

Addendum No.	Date Received

☐ No Addenda received regarding this RFP.

Payment Terms: The City of Torrance Payment terms are Net 30. The City does not make pre-payments, or pay upon receipt.

Do you offer any discounted invoice terms? _____

Project Start and Completion:

The City requires the project to start July 1, 2016 and the project completed on June 30, 2017 (unless the contract is extended for a second and possibly third year).

Renewal Option:

Please state, if requested by the City, if your company would agree to a renewal of this contract with price, terms and conditions unchanged. If the contract is extended after the first year, commencing in the second year (July 1, 2016), and subsequent years, the contract may be increased by the Consumer Price Index as published by the Bureau of Labor Statistics for Investigation, Guard and Armored Car Services. The City and vendor must agree in writing to any price adjustment prior to the start of the two (2) additional 1-year extensions.

Yes _____ we would agree to add one (1) additional year (after initial first year contract term)

Yes _____ we would agree to add two (2) additional years (after initial first year contract term)

No _____ we would not be interested in renewing this contract.

Project Manager:

Please provide the name of the individual at your company who will serve as Project Manager for this contract.

_____ Name	_____ Title
_____ Telephone Number	_____ Fax Number
_____ Email Address	

Contract Representative:

Please provide the name of the individual at your company who will be responsible for administering this contract.

_____ Name	_____ Title
_____ Telephone Number	_____ Fax Number
_____ Email Address	

Vendor Name: _____

Sub Contractors:

If awarded, will you be using sub contractors to carry out the scope of work required in this RFP?

☐ Yes, we will be using sub contractors and have listed their contact information below.

☐ No, we will not be using any sub contractors for this project.

_____	_____	_____
Company Name	Name of Contact	Title
_____	_____	_____
Telephone Number	Fax Number	Email Address

Please explain the working relationship between your company and the sub contractor.

Proposal Submittal (continued):

Vendor Name: _____

Background and Recent Experience with Similar Projects:

In the space below, please provide a narrative explaining your background and recent experience with similar projects as the scope of work identified in this RFP. (Please attach additional sheets if more space is needed.)

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Proposal Submittal (continued):

Vendor Name: _____

Work Plan for Each Required Task:

In the space below, please describe in detail the methodology you will be utilizing to conduct for each task. Please demonstrate that your work will be ADA compliant. (Please attach additional sheets if more space is needed.)

[illegible]

Proposal Submittal (continued):

Vendor Name: _____

References:

Provide at least three references that have your proposed product in a production implementation similar in size and operation to the City of Torrance. California Municipal governments are preferable.

1. _____
Company Name

Street Address City State Zip Code

Contact Name Telephone Number

2. _____
Company Name

Street Address City State Zip Code

Contact Name Telephone Number

3. _____
Company Name

Street Address City State Zip Code

Contact Name Telephone Number

Proposal Submittal (continued):

Vendor Name: _____

RFP Submittal Requirement and Acknowledgement	
Vendors are required to answer each of the questions listed below. You must indicate below that you have provided this information in your proposal submittal. You must attach additional sheets to your RFP submittal describing in detail the service you are proposing.	
RFP Scope of Work Questions	Indicate what page in your proposal you have answered this question.
Did you include original and (4) copies of your RFP Submittal?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you include a signed Affidavit Form with your RFP Submittal?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you include proof of _____ Certification?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you attach additional sheets to answer the Background and Recent Experience with Similar Projects information on page ____ of this RFP?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ____ of our submittal.
Did you complete a project proposal as described in the Technical Requirements?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you include all addenda if any issued by the City?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you include References?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ____ of our submittal
Are your Wage Rates (Non-Prevailing) Included?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ____ of our submittal.
Have you included Proposed Alternative Language to City's Pro Forma Consulting Services Agreement (if applicable)	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ____ of our submittal
Will you conduct cash pickup at the City Treasurer's Office located at 3031 Torrance Boulevard in the Torrance City Hall complex, between the hours of 11:30 a.m. and 2 p.m., every Tuesday and Thursday, except on Holidays?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Will you perform a same day deposit of funds at the City of Torrance's Banking Institution of choice?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Will you accept payment for services by the City's Banking Institution? All monthly invoices (for the City Treasurer's Office services only) must be submitted to the City's designated Banking Institution.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Will you conduct revenue pickups at the Transit Facility - located at 20500 Madrona Avenue, Torrance, CA, 90503 – between the hours of 8 a.m. and 11 a.m., every Monday, Wednesday and Friday, except on Holidays?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Will you count and return both Los Angeles County Metropolitan Transportation Authority (MTA) and Torrance Transit System (TTS) bus ride tokens, to the Torrance Transit Facility, on a weekly basis?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ____ of our submittal

Proposal Submittal (continued):

Vendor Name: _____

RFP Submittal Requirement and Acknowledgement Continued	
Vendors are required to answer each of the questions listed below. You must indicate below that you have provided this information in your proposal submittal. You must attach additional sheets to your RFP submittal describing in detail the service you are proposing.	
RFP Scope of Work Questions	Indicate what page in your proposal you have answered this question.
Will you bag MTA and TTS tokens separately?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ____ of our submittal
Please indicate your price to provide monthly services as indicated in this RFP.	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ____ of our submittal
Will you forward all verification reports on each day's bank deposit to the Torrance Transit Administrative Office the day following the pickup, no later than 12:00 p.m. (noon)?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ____ of our submittal
Will you provide an armored vehicle with a lift gate capable of lifting and transporting sealed farebox vaults that may weigh up to 200lbs?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ____ of our submittal
Will you provide armed guards for this contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ____ of our submittal

Price Proposal Cost Breakdown To Provide the Services Required in this RFP			
Description	No. of Hours	Labor Cost/hr (\$)	Cost
Daily Cash Deposit Service for the City Treasurer's Office		\$	\$
Processing and Bank Deposit Service for the Transit Department		\$	\$
Other Costs (please list)		\$	\$
Total Price Proposal			\$

1. That he/she is the _____ of _____
(Title of Office) (Name of Company)

(Title of RFP)

- Dated this _____ day of _____, 20_____.

(Title)

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of Date (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Contractor Name, type of entity ("CONTRACTOR").

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to Insert brief description of services.
- B. In order to obtain the desired services, the CITY has circulated its Request for Proposals for Insert brief title of RFP, RFP No. Insert RFP No. (the "RFP").
- C. CONTRACTOR has submitted a Proposal (the "Proposal") in response to the RFP. In its Proposal CONTRACTOR represents that it is qualified to perform those services requested in the RFP. Based upon its review of all proposals submitted in response to the RFP, the CITY is willing to award the contract to CONTRACTOR.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR will provide the services and install those materials listed in CONTRACTOR's Proposal submitted in response to the RFP. A copy of the RFP is attached as Exhibit A. A copy of the Proposal is attached as Exhibit B.

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through .

3. COMPENSATION

A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the compensation schedule set forth in the Proposal, provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$insert dollar amount ("Agreement Sum"), unless otherwise approved in writing by CITY.

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within 30 days after the date of the invoice.

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:
 - a. cease operations as directed by CITY in the notice;
 - b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
 - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.
3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal

antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 20 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. FORCE MAJEURE

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. RETENTION OF FUNDS

CONTRACTOR authorizes CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONTRACTOR's acts or omissions in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. CITY REPRESENTATIVE

City Representative is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

8. CONTRACTOR REPRESENTATIVE(S)

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Representative 1
Representative 2

9. INDEPENDENT CONTRACTOR

CONTRACTOR is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as otherwise set forth in this Agreement.

CONTRACTOR's agents and employees are not and shall not be considered employees of CITY for any purpose. CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY. CITY has no duty, obligation, or responsibility to CONTRACTOR's agents or employees under the Affordable Care Act. CONTRACTOR is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to CONTRACTOR's agents and employees. CITY is not responsible and shall not be held liable for CONTRACTOR's failure to comply with CONTRACTOR's duties, obligations, and responsibilities under the Affordable Care Act. CONTRACTOR agrees to defend, indemnify and hold CITY harmless for any and all taxes and penalties that may be assessed against CITY as a result of CONTRACTOR's obligations under the Affordable Care Act relating to CONTRACTOR's agents and employees.

10. BUSINESS LICENSE

The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

11. OTHER LICENSES AND PERMITS

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. FAMILIARITY WITH WORK

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from CITY.

13. CARE OF WORK

CONTRACTOR must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by CITY, except those losses or damages as may be caused by CITY's own negligence.

14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

15. PREVAILING WAGE

All Services rendered pursuant to this agreement must be provided in accordance with all ordinances, resolutions, statutes, rules, regulations, and laws of City and any Federal, State, or local governmental agency of competent jurisdiction. Contractor is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as of California Code of Regulations, Title 8, Sections 1600, et seq., (collectively, the "Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is ONE THOUSAND DOLLARS (\$1,000) or more, Contractor agrees to fully comply with the Prevailing Wage Laws including, but not limited to, requirements related to the maintenance of payroll records and the employment of apprentices.

Pursuant to California Labor Code Section 1725.5, no contractor or subcontractor may be awarded a contract for public work on a "Public works" project unless registered with the California Department of Industrial Relations ("DIR") at the time the contract is awarded. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, this project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Contractor will maintain and will require all subcontractors to maintain valid and current DIR Public Works Contractor registration during the term of this Agreement. Contractor must notify City in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that Contractor's or any of its subcontractor's DIR registration status has been suspended, revoked, expired, or otherwise changed.

It is understood that it is the responsibility of Contractor to determine the correct salary scale. Contractor will make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and post copies at Contractor's principal place of business and at the project site, if any. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor must forfeit to City TWENTY FIVE DOLLARS (\$25.00) per day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 et seq., eight (8) hours is the legal working day.

Contractor must also comply with State law requirements to maintain payroll records and must provide for certified records and inspection of records as required by California Labor Code Section 1770 et seq., including Section 1776. Contractor will defend (with counsel selected by City), indemnify, and hold City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is agreed by the parties that, in connection with performance of the Services, including, without limitation, any and all "Public works" (as defined by the Prevailing Wage Laws), Contractor will bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Contractor acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all subcontractors.

16. INDEMNIFICATION

CONTRACTOR will indemnify, defend, and hold harmless CITY, the Successor Agency to the former Redevelopment Agency of the City of Torrance, the City Council, each member thereof,

present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

17. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

18. INSURANCE

A. CONTRACTOR and its subcontractors must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:

a. Primary Bodily Injury with limits of at least \$500,000 per person, \$500,000 per occurrence; and

b. Primary Property Damage of at least \$250,000 per occurrence; or

c. Combined single limits of \$1,000,000 per occurrence.

2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$5,000,000 per occurrence.

3. Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least \$1,000,000.

B. The insurance provided by CONTRACTOR will be primary and non-contributory.

C. CITY ("City of Torrance"), the Successor Agency to the former Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards

and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.

- D. CONTRACTOR must provide certificates of insurance and/or endorsements indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.
- F. CONTRACTOR must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of this Paragraph 18.

19. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

20. CONFLICT OF INTEREST

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

21. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
 - 1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.

2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.
6. Addresses for purpose of giving notice are as follows:

CONTRACTOR

Contractor's Name and Address

Fax: Insert Fax Number

CITY:

City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90509-2970
Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

22. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either CITY or CONTRACTOR without the prior written consent of the other.

23. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

24. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

25. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

26. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

27. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

28. COMPLIANCE WITH STATUTES AND REGULATIONS

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

29. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

30. ATTORNEY'S FEES

Except as provided for in Paragraph 16, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

31. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

32. CONTRACTOR'S AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE,
a municipal corporation

Firm Name
Type of Entity

Patrick J. Furey, Mayor

By: _____
Signer
Title

ATTEST:

Rebecca Poirier, MMC
City Clerk

APPROVED AS TO FORM:
JOHN L. FELLOWS III
City Attorney

By: _____

Attachments: Exhibit A Request for Proposals
Exhibit B Proposal

Revised: 12/30/2015

EXHIBIT A
REQUEST FOR PROPOSALS
[To be attached]

EXHIBIT B
PROPOSAL
[To be attached]